
and

the “Seller”

and

CITY OF VIRGINIA BEACH, VIRGINIA
the “City”

INSTALLMENT PURCHASE AGREEMENT
(Agreement No. 200_-_)

Section

Page

TABLE OF CONTENTS

(This Table of Contents is not part of the Installment Purchase Agreement and is only for convenience of reference)

Section

Page

RECITALS 1
AGREEMENTS 1

ARTICLE 1

DEFINITIONS

SECTION 1.1	Definitions	2
SECTION 1.2	Rules of Construction	4

ARTICLE 2

SALE AND PURCHASE OF DEVELOPMENT RIGHTS

SECTION 2.1	Agreement to Sell and Purchase Development Rights	4
SECTION 2.2	Delivery of Deed of Easement	4

ARTICLE 3

PAYMENT OF PURCHASE PRICE

SECTION 3.1	Payment of Purchase Price.....	5
SECTION 3.2	Registration and Transfer of this Agreement.....	5
SECTION 3.3	Mutilated, Lost, Stolen or Destroyed Agreement	6

ARTICLE 4

REPRESENTATIONS AND WARRANTIES

SECTION 4.1	Representations and Warranties of the City	7
SECTION 4.2	Representations and Warranties of the Seller	7

Section

Page

ARTICLE 5

PROVISIONS RELATING TO EXCLUSION
OF INTEREST FROM INCOME FOR FEDERAL INCOME TAXATION

SECTION 5.1	Intent of City and Tax Covenant of City	9
SECTION 5.2	Acknowledgment of Seller with Regard to Tax Consequences of Transaction	9

ARTICLE 6

THE REGISTRAR

SECTION 6.1	Appointment of Registrar	9
SECTION 6.2	Ownership of Agreement	9
SECTION 6.3	Removal of Registrar and Appointment of Successor Registrar	10
SECTION 6.4	Qualifications of Successor Registrar	10
SECTION 6.5	Successor by Merger or Consolidation	10

ARTICLE 7

MISCELLANEOUS

SECTION 7.1	Successors of City	10
SECTION 7.2	Parties in Interest	10
SECTION 7.3	Binding Effect	11
SECTION 7.4	Severability	11
SECTION 7.5	Prior Agreements Cancelled; No Merger	11
SECTION 7.6	Amendments, Changes and Modifications	11
SECTION 7.7	No Personal Liability of City Officials	11
SECTION 7.8	Governing Law	11
SECTION 7.9	Notices	11
SECTION 7.10	Holidays	12

Signatures and Seals	13
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EXHIBIT A -	Form of Deed of Easement
EXHIBIT B -	Description of Land
EXHIBIT C -	Permitted Encumbrances
EXHIBIT D -	Form of Assignment
EXHIBIT E -	Transfer of Agreement - Schedule of Transferees

INSTALLMENT PURCHASE AGREEMENT

(Agreement No. 200_-_)

THIS INSTALLMENT PURCHASE AGREEMENT (this “Agreement”) is made as of the ____ day of _____, 200_ between _____ and _____ ([collectively,] the “Seller”) and CITY OF VIRGINIA BEACH, VIRGINIA, a body politic and corporate of the Commonwealth of Virginia (the “City”).

RECITALS

A. Pursuant to the authority granted by the Open-Space Land Act, Chapter 17, Title 10.1 of the Code of Virginia of 1950, as amended (the “Act”), the City adopted the Ordinance (hereinafter defined in Section 1.1) to promote and encourage the preservation of agricultural land in designated areas within the southern portion of the City.

B. In furtherance of the purposes of the Act and the Ordinance, the City has established the Agricultural Reserve Program of the City which provides for the acquisition of Development Rights (hereinafter defined in Section 1.1) through the purchase of agricultural land preservation easements with respect to property located in the portions of the City covered by the Ordinance.

C. The Seller is the owner in fee simple of Land (hereinafter defined in Section 1.1) which is located in that portion of the City subject to the Ordinance and meets the eligibility criteria of Section 7 of the Ordinance.

D. The Seller has agreed to sell, and the City has agreed to purchase, Seller’s Development Rights in the Land on and subject to the terms and conditions hereinafter set forth.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the Seller and the City hereby agree as follows:

ARTICLE 1

DEFINITIONS

SECTION 1.1 Definitions. As used in this Agreement, the following terms have the following meanings, unless the context clearly indicates a different meaning:

“Agricultural Use” means (i) the bona fide production of crops, animal or fowl, including, but not limited to, the production of fruits, vegetables, honey, grains, meat, poultry and dairy products, the raising of livestock and poultry, and the production and harvest of products from horticultural, silvicultural or aquacultural activity, (ii) the repair, expansion or replacement of no more than one (1) bona fide dwelling occupied by the landowner or tenant as of the date of application for entry in the Agricultural Reserve Program and no more than one freestanding mobile home, as permitted by Section 19-19 of the Virginia Beach City Code, (iii) accessory or conditional uses directly related to agricultural activities conducted on the same land (including the sale of agricultural products as permitted by Section 401 of the City Zoning Ordinance), (iv) dog kennels, riding academies, horses for hire or boarding of horses allowed under Section 401(a) of the City Zoning Ordinance, (v) recreational and amusement activities allowed under Section 401(c) of the City Zoning Ordinance, and (vi) septic tanks and drainfields approved by the Health Department and which cannot be located within an area not encumbered by an agricultural land preservation easement. The term does not include the processing of agricultural, silvicultural, horticultural or aquacultural products, except as an accessory use.

“Business Day” or “business day” means a day on which (a) banks located in the City and in the city in which the principal office of the Registrar is located are not required or authorized by law or executive order to close for business, and (b) The New York Stock Exchange is not closed.

“City” means the City of Virginia Beach, Virginia, a body politic and corporate and a political subdivision created and existing under and by virtue of the Constitution and laws of the State, its successors and assigns.

“City Council” means the Council of the City.

“City Manager” means the City Manager of the City.

“Code” means the Internal Revenue Code of 1986, as amended. Each reference to the Code herein shall be deemed to include the United States Treasury Regulations in effect or proposed from time to time with respect thereto.

“Deed of Easement” means the Deed of Easement of even date herewith from the Seller to the City, which shall convey the Development Rights to the City in perpetuity. The Deed of Easement shall be substantially in the form attached hereto as **Exhibit A** and made a part hereof.

“Development Rights” mean the rights of the Seller in the Land to develop the Land for any use other than an Agricultural Use. Development Rights shall include, but not be limited to, the right to develop the Land for any commercial, industrial or residential use except as expressly permitted by the Ordinance.

“Enabling Legislation” means, collectively, (1) the Open Space Land Act, Chapter 17 of Title 10.1 of the Code of Virginia of 1950, as amended, and (2) the Ordinance.

“Estate Settlement Transfer” means the transfer by the legal representative of the estate of a deceased Seller of such Seller’s rights in and to this Agreement in connection with the distribution of the deceased Seller’s estate or other settlement of such decedent Seller’s estate.

“Interest Payment Date” means June 1 and December 1 in each year, commencing _____, 200_.

“Land” means the tract or tracts of land located in Virginia Beach, Virginia, containing approximately _____ acres, and more particularly described in **Exhibit B** attached hereto and made a part hereof.

“Ordinance” means the Agricultural Lands Preservation Ordinance adopted by the City Council on May 9, 1995, as Appendix J to the City Code, as amended on June 6, 2000, June 1, 2004, February 8, 2005, and as the same may be further amended or modified from time to time.

“Permitted Encumbrances” mean the encumbrances listed on **Exhibit C** attached hereto and made a part hereof and any encumbrances on or with respect to the Land or any portion thereof hereafter approved, in writing, by the City.

“Person” or “person” means any natural person, firm, association, corporation, company, trust, partnership, public body or other entity.

“Purchase Price” means \$_____, the purchase price to be paid by the City to the Registered Owner in accordance with this Agreement.

“Record Date” means the fifteenth (15th) day (whether or not a Business Day) of the calendar month immediately preceding each Interest Payment Date and the principal payment date.

“Registered Owner” means the registered owner of this Agreement as shown on the registration books maintained by the Registrar.

“Registrar” means Wachovia Bank, National Association or any other person hereafter appointed by the City to act as Registrar and paying agent for this Agreement.

“Seller” means, collectively, _____ and _____.

“State” means the Commonwealth of Virginia.

SECTION 1.2 Rules of Construction.

(a) The words “hereof,” “herein,” “hereunder,” “hereto,” and other words of similar import refer to this Agreement in its entirety.

(b) The terms “agree” and “agreements” contained herein are intended to include and mean “covenant” and “covenants.”

(c) References to Articles, Sections, and other subdivisions of this Agreement are to the designated Articles, Sections, and other subdivisions of this Agreement.

(d) The headings of this Agreement are for convenience only and shall not define or limit the provisions hereof.

(e) All references made (i) in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders, and (ii) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well.

ARTICLE 2

SALE AND PURCHASE OF DEVELOPMENT RIGHTS

SECTION 2.1 Agreement to Sell and Purchase Development Rights. The Seller agrees to sell the Development Rights in the Land to the City and the City agrees to purchase the Development Rights in the Land from the Seller on the date hereof for the Purchase Price; provided, however, that Seller shall have the right, upon proper subdivision of the Land, to construct ____ () single-family dwelling(s) upon the Land, together with such accessory uses and structures as are allowed by Section 401(b) of the City Zoning Ordinance. Lots so subdivided shall, to the extent possible, contain no more than three (3) acres of land encumbered by the Deed of Easement and shall be in compliance with all applicable laws, ordinances, regulations and requirements of the City, including, without limitation, the City Zoning Ordinance (City Code Appendix A) and Subdivision Regulations (City Code Appendix B). Except as expressly provided herein, the construction of such dwellings or accessory uses and structures shall not operate as a release of any portion of the Land from the terms, covenants, conditions and agreements set forth in the Deed of Easement.

SECTION 2.2 Delivery of Deed of Easement. In order to evidence the sale of the Development Rights to the City, the Seller shall execute and deliver to the City on the date hereof the Deed of Easement in the form attached hereto as **Exhibit A** and made a part

hereof. The Deed of Easement shall be recorded in the Clerk's Office of the Circuit Court of the City.

ARTICLE 3

PAYMENT OF PURCHASE PRICE

SECTION 3.1 Payment of Purchase Price.

(a) The City shall pay the principal portion of the Purchase Price to the Registered Owner in a single installment on _____, 202_ [25-year maturity date]. The Purchase Price is _____.

(b) Interest on the unpaid principal balance of the Purchase Price shall accrue from the date of delivery of the Deed of Easement to the Clerk's Office of the Circuit Court of the City of Virginia Beach for recordation and shall be payable to the Registered Owner on _____, 200_, and semiannually thereafter on June 1 and December 1 in each year to and including _____, 202_, at the rate of ___% per annum. Interest shall be calculated on the basis of a 360-day year of twelve 30-day months.

(c) Both the single installment of principal of the Purchase Price and the interest on the unpaid balance thereof are payable in lawful money of the United States of America at the time of payment.

(d) Payment of interest on the unpaid balance of the Purchase Price shall be made by the City on each Interest Payment Date to the Registrar. The Registrar shall forward all such interest payments by check or draft mailed to the person(s) appearing on the registration books of the City maintained by the Registrar as the Registered Owner on the Record Date, at the address of such Registered Owner as it appears on such registration books. The single installment of principal of the Purchase Price shall be paid on the principal payment date set forth in Subsection (a) above by the Registrar to the Registered Owner as of the Record Date upon presentation and surrender of this Agreement at the office of the Registrar.

(e) The City's obligation to pay the Purchase Price hereunder and to pay interest on the unpaid balance of the Purchase Price is a general obligation of the City, and the full faith and credit and the unlimited taxing power of the City are irrevocably pledged to the punctual payment of the Purchase Price and the interest on the unpaid principal balance of the Purchase Price as and when the same respectively become due and payable.

SECTION 3.2 Registration and Transfer of this Agreement.

(a) Until the Purchase Price and all interest thereon have been paid in full, the City shall maintain and keep at the offices of the Registrar, registration books for the

registration and transfer of this Agreement; and upon presentation of this Agreement for such purpose at the offices of the Registrar, the Registrar shall register or cause to be registered on such registration books, and permit to be transferred thereon, under such reasonable regulations as the City or the Registrar may prescribe, the ownership of this Agreement. The Registrar, however, shall not be required to make any such registration and transfer during the period from the Record Date to the next succeeding Interest Payment Date or final principal payment date.

(b) Except for an Estate Settlement Transfer, this Agreement may not be transferred by the Registered Owner prior to the expiration of a one (1) year period from the date this Agreement has been fully executed, delivered and become effective, and any such attempted transfer shall be null and void. The Registrar shall be instructed not to make any such transfers (other than an Estate Settlement Transfer) on its registration books kept for the purpose of registering the transfer of this Agreement prior to the expiration of said one (1) year period.

(c) The Seller is the original Registered Owner. This Agreement shall be transferable only upon the books of the City maintained for such purpose by the Registrar, at the written request of the Registered Owner as then shown on such registration books or his attorney duly authorized in writing, upon presentation and surrender of this Agreement, together with a written instrument of transfer substantially in the form attached hereto as **Exhibit D**, or as may otherwise be satisfactory to and approved by the Registrar in writing, duly executed by the Registered Owner or his attorney duly authorized in writing. Upon the surrender for transfer of this Agreement, the Registrar shall complete the Schedule of Transferees attached hereto as **Exhibit E** with the name, address and tax identification number of the transferee Registered Owner, and the date of the transfer; provided, however, that if there is any conflict between the information set forth in **Exhibit E** hereto and the registration books maintained by the Registrar, the information shown on such registration books shall control.

The City and the Registrar may deem and treat the person in whose name this Agreement is registered upon the books of the City maintained by the Registrar as the absolute owner of this Agreement, whether any payments hereunder shall be overdue or not, for the purpose of receiving payment of, or on account of, the Purchase Price and interest thereon and for all other purposes, and all such payments so made to any such Registered Owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon this Agreement to the extent of the sum or sums so paid, and neither the City nor the Registrar shall be affected by any notice to the contrary.

For every registration of transfer of this Agreement, the City or the Registrar may make a charge sufficient to reimburse themselves for any tax or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such transfer as a condition precedent to the exercise of the privilege of registering such transfer.

SECTION 3.3 Mutilated, Lost, Stolen or Destroyed Agreement. In the event that this Agreement is mutilated, lost, stolen or destroyed, the City and the Registered Owner (as then shown on the registration books maintained by the Registrar) shall execute and deliver a substitute agreement having the same terms and provisions as the mutilated, lost, stolen or destroyed Agreement; provided that, in the case of any mutilated Agreement, such mutilated Agreement shall first be surrendered to the Registrar, and, in the case of any lost, stolen or destroyed Agreement there shall be first furnished to the City and the Registrar evidence of such loss, theft or destruction satisfactory to the City and the Registrar, together with indemnity satisfactory to each of them in their sole discretion. The City and the Registrar may charge the Registered Owner requesting such new Agreement their expenses and reasonable fees, if any, in this connection. If after the delivery of such substitute Agreement, a bona fide purchaser of the original Agreement (in lieu of which such substitute Agreement was issued) presents for payment such original Agreement, the City and the Registrar shall be entitled to recover such substitute Agreement from the person to whom it was delivered or any other person who receives delivery thereof, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor or otherwise to the extent of any loss, damage, cost or expense incurred by the City and the Registrar in connection therewith.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES

SECTION 4.1 Representations and Warranties of the City. The City makes the following representations and warranties:

- (a) The City is a body politic and corporate and a political subdivision of the State.
- (b) The City has the necessary power and authority to acquire the Development Rights, to enter into this Agreement, to perform and observe the covenants and agreements on its part contained in this Agreement and to carry out and consummate all transactions contemplated hereby. By proper action, the City has duly authorized the execution and delivery of this Agreement.
- (c) This Agreement has been duly and properly authorized, executed, sealed and delivered by the City, constitutes the valid and legally binding obligation of the City, and is enforceable against the City in accordance with its terms.
- (d) There are no proceedings pending or, to the knowledge of the City, threatened before any court or administrative agency which may affect the authority of the City to enter into this Agreement.

SECTION 4.2 Representations and Warranties of the Seller. The Seller makes the following representations and warranties:

(a) The Seller has full power and authority to execute and deliver this Agreement and the Deed of Easement, and to incur and perform the obligations provided for herein and therein. No consent or approval of any person or public authority or regulatory body is required as a condition to the validity or enforceability of this Agreement or the Deed of Easement, or, if required, the same has been duly obtained.

(b) This Agreement and the Deed of Easement have been duly and properly executed by the Seller, constitute valid and legally binding obligations of the Seller, and are fully enforceable against the Seller in accordance with their respective terms.

(c) There is no litigation or proceeding pending or, so far as the Seller knows, threatened before any court or administrative agency which, in the opinion of the Seller, will materially adversely affect the authority of the Seller to enter into, or the validity or enforceability of, this Agreement or the Deed of Easement.

(d) There is (i) no provision of any existing mortgage, indenture, contract or agreement binding on the Seller or affecting the Land, and (ii) to the knowledge of the Seller, no provision of law or order of court binding upon the Seller or affecting the Land, which would conflict with or in any way prevent the execution, delivery, or performance of the terms of this Agreement or the Deed of Easement, or which would be in default or violated as a result of such execution, delivery or performance, or for which adequate consents, waivers or, if necessary, releases or subordinations, have not been obtained.

(e) There exist no liens, security interests or other encumbrances on or with respect to the Land (other than Permitted Encumbrances), and at the time of execution and delivery of the Deed of Easement there will be no liens, security interests or other encumbrances of the Development Rights to be conveyed thereby.

(f) The Seller is not a nonresident alien of the United States of America for purposes of federal income taxation.

(g) To the best of the knowledge, information and belief of the Seller, the Land has not been used for the manufacture, storage, treatment, disposal or release of any hazardous waste or substance.

ARTICLE 5

PROVISIONS RELATING TO EXCLUSION OF INTEREST FROM INCOME FOR FEDERAL INCOME TAXATION

SECTION 5.1 Intent of City and Tax Covenant of City. The City intends that the interest payable under this Agreement shall not be includable in the gross income of the Registered Owner for purposes of federal income taxation pursuant to Section 103 of the Code. Accordingly, the City shall not knowingly take or permit to be taken any other action or actions or omit or fail to take any action, which would cause this Agreement to be an “arbitrage bond” within the meaning of Section 148 of the Code, or which would otherwise cause interest payable under this Agreement to become includable in the gross income of any Registered Owner for purposes of federal income taxation.

SECTION 5.2 Acknowledgment of Seller with Regard to Tax Consequences of Transaction. The Seller has received an opinion from Kaufman & Canoles, P.C., Bond Counsel, dated the date hereof, to the effect that under existing laws, regulations, rulings and decisions, interest payable under this Agreement is not includable in the gross income of the Seller for federal income tax purposes, which opinion assumes continuous compliance with certain covenants in the Tax Certificate and Compliance Agreement to be executed and delivered by the City on the date of delivery of this Agreement and is otherwise limited in accordance with its terms. The Seller acknowledges that Seller has made Seller’s own independent investigation and has consulted with such attorneys, accountants and others as the Seller shall have selected in the Seller’s sole discretion to advise the Seller with respect to all other tax considerations related to the transaction contemplated hereby (including, but not limited to, installment sales treatment under Section 453 of the Code, charitable contribution deductions under Section 170 of the Code, and federal estate tax implications); and the Seller certifies that the Seller has not looked to or relied upon the City or any of its officials, agents or employees, or to Bond Counsel, with respect to any of such matters.

ARTICLE 6

THE REGISTRAR

SECTION 6.1 Appointment of Registrar. Wachovia Bank, National Association is hereby designated and appointed to act as Registrar for this Agreement.

SECTION 6.2 Ownership of Agreement. The Registrar, in its individual capacity or as trustee for holders of participation interests in this Agreement, may in good faith buy, sell, own and hold this Agreement, and may join in any action which any Registered owner may be entitled to take with like effect as if it did not act as Registrar hereunder. The Registrar, in its individual capacity, either as principal or agent, may also engage, or have an interest, in any financial or other transaction with the City, and may act as depository, trustee or agent for other obligations of the City as freely as if it did not act in any capacity hereunder.

SECTION 6.3 Removal of Registrar and Appointment of Successor Registrar. The City shall have the right, subject to the terms of any agreement with the Registrar, to remove the Registrar any time by filing with such Registrar to be removed, and with the Registered Owner, an instrument in writing. Notwithstanding the foregoing, such removal shall not be effective until a successor Registrar has assumed the Registrar's duties hereunder. The City shall have the sole right to select a successor Registrar.

SECTION 6.4 Qualifications of Successor Registrar. Any successor Registrar shall be either (a) the Department of Finance of the City, (b) an officer or employee of the City, or (c) a bank, trust company or other financial institution duly organized under the laws of the United States or any state or territory thereof which is authorized by law and permitted under the laws of the State to perform all the duties imposed upon it as Registrar by this Agreement.

SECTION 6.5 Successor by Merger or Consolidation. If the Registrar is a bank, trust company or other financial institution, any institution or corporation into which the Registrar hereunder may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Registrar hereunder shall be a party or any institution or corporation succeeding to the corporate trust business (if any) of the Registrar, shall be the successor Registrar under this Agreement, without the execution or filing of any paper or any further act on the part of the parties hereto, anything in this Agreement to the contrary notwithstanding.

ARTICLE 7

MISCELLANEOUS

SECTION 7.1 Successors of City. In the event of the dissolution of the City, all the covenants, stipulations, promises and agreements in this Agreement contained, by or on behalf of, or for the benefit of, the City, the Seller, any other Registered Owner and the Registrar, shall bind or inure to the benefit of the successors of the City from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the City shall be transferred.

SECTION 7.2 Parties in Interest. Except as herein otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation, other than the City, the Seller, any other Registered Owner and the Registrar, any right, remedy or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the City, the Seller, any other Registered Owner from time to time of this Agreement and the Registrar.

SECTION 7.3 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors

and assigns, including, without limitation, all Registered Owners from time to time of this Agreement.

SECTION 7.4 Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Agreement and this Agreement shall be construed and enforced as if such illegal or invalid provisions had not been contained herein or therein.

SECTION 7.5 Prior Agreements Cancelled; No Merger. This Agreement shall completely and fully supersede all other prior agreements, both written and oral, between the City and the Seller relating to the acquisition of the Development Rights. Neither the City nor the Seller shall hereafter have any rights under such prior agreements but shall look solely to this Agreement and the Deed of Easement for definitions and determination of all of their respective rights, liabilities and responsibilities relating to the Land, the Development Rights and the payment for the Development Rights. In addition, this Agreement shall survive the execution and recording of the Deed of Easement in all respects and shall not be merged therein.

SECTION 7.6 Amendments, Changes and Modifications. This Agreement may not be amended, changed, modified, altered or terminated except by an agreement in writing between the City and the then Registered Owner. An executed counterpart of any such amendment shall be attached to this Agreement and shall be binding upon such Registered Owner and all successor Registered Owners.

SECTION 7.7 No Personal Liability of City Officials. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, officer, agent or employee of the City in his or her individual capacity, and neither the officers or employees of the City nor any official executing this Agreement shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the issuance thereof.

SECTION 7.8 Governing Law. The laws of the State shall govern the construction and enforcement of this Agreement.

SECTION 7.9 Notices. Except as otherwise provided in this Agreement, all notices, demands, requests, consents, approvals, certificates or other communications required under this Agreement to be in writing shall be sufficiently given and shall be deemed to have been properly given three Business Days after the same is mailed by certified mail, postage prepaid, return receipt requested, addressed to the person to whom any such notice, demand, request, approval, certificate or other communication is to be given, at the address for such person designated below:

City: City Manager
Municipal Center
Virginia Beach, VA 23456

with a copy to: City Attorney
Municipal Center
Virginia Beach, VA 23456

Seller: _____

Registrar: Wachovia Bank, National Association
Corporate Trust/Bond Administration
P. O. Box 26944
1021 East Cary Street, 3rd Floor, VA 9646
Richmond, Virginia 23219

Any of the foregoing may, by notice given hereunder to each of the others, designate any further or different addresses to which subsequent notices, demands, requests, consents, approvals, certificates or other communications shall be sent hereunder.

SECTION 7.10 Holidays. If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Agreement, shall not be a Business Day, such payment may, unless otherwise provided in this Agreement, be made or act performed or right exercised on the next succeeding Business Day with the same force and effect as if done on the nominal date provided in this Agreement, and in the case of payment no interest shall accrue for the period after such nominal date.

WITNESS the signatures and seals of the parties hereto as of the date first above written.

[CITY'S SEAL]

CITY:

CITY OF VIRGINIA BEACH, VIRGINIA

ATTEST:

By: _____
James K. Spore, City Manager

City Clerk

SELLER:

_____(SEAL)

_____(SEAL)

Approved as to Legal
Sufficiency:

Deputy City Attorney

Approved as to Sufficiency of
Funds:

Director, Department of Finance

COMMONWEALTH OF VIRGINIA
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in the City of Virginia Beach, Virginia, this _____ day of _____, 20____, by James K. Spore, City Manager of the City of Virginia Beach, Virginia, and attested to by _____, City Clerk of the City of Virginia Beach, Virginia, on its behalf.

Notary Public

(SEAL)

My Commission Expires:_____

COMMONWEALTH OF VIRGINIA
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in the City of Virginia Beach, Virginia, this _____ day of _____, 20____, by _____.

Notary Public

(SEAL)

My Commission Expires:_____

COMMONWEALTH OF VIRGINIA
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in the City of Virginia
Beach, Virginia, this _____ day of _____, 20____, by
_____.

Notary Public

(SEAL)

My Commission Expires:_____

EXHIBIT A

FORM OF DEED OF EASEMENT

[SEE ATTACHED]

EXHIBIT B

DESCRIPTION OF LAND

[SEE ATTACHED]

EXHIBIT C

PERMITTED ENCUMBRANCES

[SEE ATTACHED]

EXHIBIT D

ASSIGNMENT

FOR VALUE RECEIVED, _____ and _____
([collectively,] the “Registered Owner”) hereby sell[s], assign[s] and transfer[s] unto
_____, without recourse, all of the Registered Owner’s
right, title and interest in and to the Installment Purchase Agreement to which this
Assignment is attached; and the Registered Owner hereby irrevocably directs the Registrar
(as defined in such Agreement) to transfer such Agreement on the books kept for registration
thereof. The Registered Owner hereby represents, warrants and certifies that there have been
no amendments to such Agreement [except _____].

Date: _____

Signature guaranteed:

NOTICE: Signature must be
guaranteed by a member firm
of the New York Stock
Exchange or a commercial
bank or trust company.

NOTICE: The signature on this
Assignment must correspond with
the name of the Registered Owner
as it appears on the registration
books for the Installment Purchase
Agreement referred to herein in every
particular, without alteration or enlargement
or any change whatever.

EXHIBIT E

TRANSFER OF AGREEMENT - SCHEDULE OF TRANSFEREES

The transfer of this Installment Purchase Agreement may be registered only by the Registered Owner under such Agreement in person or by its duly authorized officer or attorney upon presentation hereof to the Registrar, who shall make note thereof in the books kept for such purpose and in the registration blank below.

Date of Registration of Transfer	Name and Address of Transferee Registered Seller	Tax I.D. No. of Transferee	Signature of Registrar
1. _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
2. _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
3. _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
4. _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
5. _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
6. _____	_____ _____ _____	_____ _____ _____	_____ _____ _____